

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

TRUSTEES OF THE LOCAL 7 TILE INDUSTRY WELFARE FUND, THE LOCAL 7 TILE INDUSTRY ANNUITY FUND, and THE TILE LAYERS LOCAL UNION 52 PENSION FUND, TRUSTEES OF THE MARBLE INDUSTRY PENSION FUND, THE MARBLE INDUSTRY ANNUITY FUND, TRUSTEES OF THE MARBLE INDUSTRY TRUST FUND, and TRUSTEES OF THE BRICKLAYERS & TROWEL TRADES INTERNATIONAL PENSION FUND, TRUSTEES OF THE INTERNATIONAL MASONRY INSTITUTE, and TRUSTEES OF THE MOSAIC AND TERRAZZO WELFARE, PENSION, ANNUITY, AND VACATION FUNDS,

Plaintiffs,

-against-

WILKSTONE, LLC, WILKSTONE RESTORATION, LLC, and CAPABILITY MARBLE & GRANITE CO. INC.,

Defendants.

18-CV-03715 (RRM) (RLM)

STIPULATION OF DISMISSAL

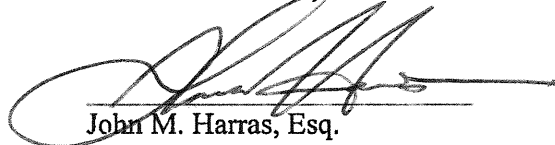
IT IS HEREBY STIPULATED AND AGREED by and among the undersigned attorneys of record for Plaintiffs, the Trustees of the Local 7 Tile Industry Welfare Fund, the Local 7 Tile Industry Annuity Fund, and the Tile Layers Local Union 52 Pension Funds, the Trustees of the Marble Industry Pension Fund, the Marble Industry Annuity Fund, and the Marble Industry Trust Fund, the Trustees of the Bricklayers & Trowel Trades International Pension Fund, the Trustees of the International Masonry Institute, and the Trustees of the Mosaic and Terrazzo Welfare, Pension, Annuity, and Vacation Funds, (collectively "Plaintiffs") and for Defendants Wilkstone, LLC, Wilkstone Restoration, LLC, and Capability Marble & Granite Co., Inc., (collectively, "Defendants"), pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil

Procedure, that the above-captioned action is hereby dismissed with prejudice and without attorneys' fees or costs in favor of any party as against another;

IT IS ALSO HEREBY STIPULATED AND AGREED, by and among attorneys of records for Plaintiffs and Defendants that this Court shall retain jurisdiction solely to enforce compliance with the terms of the Settlement Agreement entered into between the parties and the Affidavit of Confession of Judgment appended thereto;

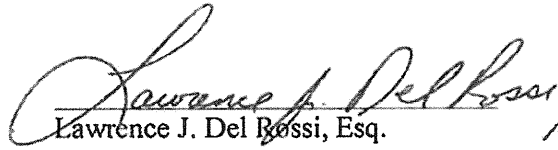
IT IS ALSO HEREBY STIPULATED AND AGREED by and among the undersigned parties that this stipulation may be executed in counterparts and/or by electronic transmission.

Dated: New York, New York
October 29, 2019



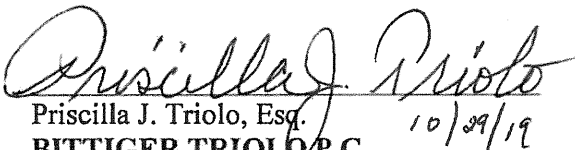
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SO ORDERED:

Hon. Roslynn R. Mauskopf, U.S.D.J.